

INTRODUCTION

- [1] This decision determines an application filed with the Residential Tenancy Office (the "Rental Office") under the *Residential Tenancy Act* (the "Act").
- [2] The Tenant seeks compensation and a rent reduction because of a cockroach infestation in the Unit and non-compliance with a Department of Environmental Health letter.
- [3] The Tenant disputes the Landlord's eviction notice.

DISPOSITION

- [4] The Tenant has established part of the compensation claims, in the amount of \$1,462.01. The Tenant has also established a rent reduction, as provided below.
- [5] The Landlord must action the Health Letter, as provided below.
- [6] The eviction notice is invalid. The tenancy between the parties will continue and the Tenant can continue to live in the Unit.

BACKGROUND

- [7] The Unit is a one-bedroom, one-bathroom apartment located in a seven-unit building (the "Residential Property") that the Landlord purchased from his father (the "Former Landlord") in April of 2025. The Landlord assisted the Former Landlord with managing the Residential Property prior to the purchase.
- [8] The Residential Property was built in 1972 or 1973.
- [9] The Tenant and the Former Landlord entered into an oral, monthly tenancy agreement which started on December 1, 2022. Rent in the amount of \$800.00 is due on the first day of the month.
- [10] The Tenant stated that an \$800.00 security deposit was paid at the beginning of the tenancy. The Landlord was uncertain of the security deposit details.
- [11] On November 30, 2025 the Landlord served the Tenant with a *Form 4(A) Eviction Notice* with a vacate date of December 30, 2025, listing multiple termination grounds (the "Notice"). I note that the effective date is automatically corrected to December 31, 2025 under section 54 of the *Act* to comply with the minimum notice period under subsection 61(3).
- [12] On December 9, 2025 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* with the Rental Office disputing the Notice and making financial claims against the Landlord, which was later amended on December 22, 2025 and December 24, 2025 (the "Application").
- [13] On January 6, 2026 the Rental Office sent the parties notice of a teleconference hearing scheduled for January 27, 2026.
- [14] On January 22, 2026 the Rental Office provided the parties with access to a 106-page PDF and video evidence package ("EP").
- [15] On January 27, 2026 the Rental Office hearing was adjourned to the next day because of a winter storm closure, as provided in the notice of hearing.
- [16] On January 28, 2026 the Tenant, the Tenant's two witnesses, and the Landlord participated in a Rental Office teleconference hearing. The parties confirmed that they received the evidence package and that all evidence submitted to the Rental Office was included.

ISSUES

- A. Must the Landlord compensate the Tenant regarding cockroaches in the Unit?
- B. Must the Tenant vacate the Unit?

ANALYSIS**A. Must the Landlord compensate the Tenant regarding cockroaches in the Unit?**

[17] The Tenant seeks compensation amounting to half of the rent paid from June 2025 onwards and a rent reduction for future rent until the Landlord addresses the pest infestation. The Tenant also seeks reimbursement of expenses and compensation for disposed property.

[18] The Landlord is responsible for the elimination of the cockroaches in the Residential Property. Subsection 28(1) of the *Act* states:

A landlord shall provide and maintain the residential property in a state of repair that
(a) complies with the health, safety and housing standards required by law; and
(b) having regard to the age, character and location of the rental unit, makes it
suitable for occupation by a tenant.

[19] Subsections 9(a) and (c) of the *Public Health Act Rental Accommodation Regulations* (the "*Health Regulations*") provide more detailed requirements, stating as follows:

The owner of any dwelling shall, when necessary

(a) carry out repairs or alterations to such dwelling in order to make it sound,
weatherproof, damp-proof, vermin-proof, safe and sanitary in every respect;

...

(c) take necessary precautions and undertake necessary treatment to prevent or
eliminate infestations by cockroaches, bedbugs, fleas, silverfish, weevils, flies,
rats, mice and any or all other pests.

[20] The evidence of the parties establishes that there have been longstanding pest control problems in the Residential Property. The Tenant stated that she first noticed cockroaches in the Unit in March or April of 2024.

[21] The Landlord's written evidence includes a pesticide and extermination report (the "Report") dated November 9, 2026 [*sic*] for the period of January to May 2025. The Report indicates that cockroaches were eradicated in four units.

[22] The Report states in part:

"[Unit]: Pesticide was provided to the residents to begin treatment independently. Due to significant clutter and hoarding conditions, professional treatment could not be safely executed at that time. The residents declined to begin the required decluttering process, preventing commencement of professional treatment."

[23] The Report also states that another rental unit, Unit 5, refused treatment.

[24] The Landlord stated that the Unit was cluttered while the Tenant's occupant ("TA") lived in the Unit. The clutter impeded pest control treatment in early 2025.

- [25] The Tenant's evidence was that she did not attend the Unit from May of 2024 to mid-April of 2025. Therefore, the Tenant does not have direct evidence of the Unit's condition during this period. The Tenant stated that TA lived elsewhere in Charlottetown but the Tenant provided TA with access to the Unit. The Tenant stated that there was a lot of clutter in the Unit when the Tenant returned in April of 2025. TA did not participate in the hearing.
- [26] Based upon the evidence presented, I find that the Unit's condition initially impeded pest control treatment. As a result, the Tenant's return of rent claim for June, July and August of 2025 is denied.
- [27] However, the evidence presented also establishes that the Tenant later addressed the Unit's condition after returning to the Unit. The Tenant arranged for TW1 to obtain a trailer to assist the Tenant and others with removing clutter from the Unit. The Tenant stated that it took a while to remove the clutter.
- [28] On September 14, 2025 the Tenant provided the Landlord's property manager (SB) with a letter detailing the cockroach infestation and the steps taken to assist with pest treatment. The Tenant requested that the Landlord take action to address the infestation.
- [29] On October 16, 2025 the Tenant provided the Department of Environmental Health with the September 14, 2025 letter and photographs of cockroaches in the Unit.
- [30] On October 24, 2025 the Department of Environmental Health issued a letter (the "Health Letter") requiring the Landlord to action the following requirements by November 9, 2025:
- *A professional pest control company must be contracted within 10 business days of the date of this letter.*
 - *All units in the building to be assessed by the pest control company for cockroaches. Any affected units must be treated for cockroaches.*
 - *Any units adjoining (above, below, beside, and across hallways) affected units must have preventative treatments applied to prevent the spread of cockroaches throughout the building.*
 - *Ensure that a professional pest control company completes all necessary treatments to eliminate all the cockroaches.*
 - *Tenants are to be given a list of precautions and steps to be completed in preparation for the pesticide application by the pest control company. Tenants are to ensure these steps are followed, and to contact the property owner or contracted pest control company with any questions or concerns regarding the pre-treatment steps.*
 - *Once the treatment is completed, you are to retain a copy of the final report for a period of 6 months. If requested, the report is to be provided to Environmental Health for verification of treatment. The report is to detail what treatments were applied, the locations which were treated, and the dates of treatment.*
 - *Following the completion of treatment, ensure passive monitoring (glue boards or bait stations) for the period of one month, keeping records of each visit.*
- [31] The Tenant has provided objective evidence through videos and photographs that cockroaches continue to be a problem in the Tenant's Unit. Two of the Tenant's videos show cockroaches in the Unit as of December 19, 2025.
- [32] The Tenant provided evidence regarding the impacts of the cockroach infestation on her use and enjoyment of the Unit.
- [33] The Tenant stores personal property in sealed containers because of the cockroaches.
- [34] The Tenant stated that, when the infestation was at its worst, the Tenant would not sleep in her bedroom. Instead, the Tenant slept in her living room. At times the Tenant placed cut-up pantyhose over her head because the Tenant was terrified of cockroaches crawling into her ears.

- [35] The Tenant stated that the infestation has limited visits from family.
- [36] The Tenant stated that she had Christmas presents wrapped and put in a container but the Tenant forgot to put the cover on it. Cockroaches got into the container and the Tenant had to unwrap and rewrap all of the presents to remove the pests.
- [37] I note that the Landlord attempted to have a member of the pest control company participate in the teleconference hearing, however, this person did not answer the Landlord's telephone call. Therefore, I do not have the benefit of this person's evidence.
- [38] The Landlord argued that pest control treatment would not be effective because all of the Residential Property needs to be uncluttered.
- [39] The Landlord stated that he was in Unit 5 during the summer of 2025. The Landlord stated that there was so much clutter between this tenant's living room and bedroom it would be like walking a "cow-path." The Landlord stated that when the pest-control company recently attended Unit 5 there were still clutter problems.
- [40] The Landlord stated that the cost to treat the Residential Property would be about \$6,000.00 and the treatment will not be effective because all of the units must be sufficiently clean and uncluttered. The Landlord stated that when the treatment is completed he wants it done right.
- [41] However, the Health Letter requires the Residential Property's tenants be "*given a list of precautions and steps to be completed in preparation for the pesticide application by the pest control company.*"
- [42] The tenants are then required to "*ensure these steps are followed, and to contact the property owner or contracted pest control company with any questions or concerns regarding the pre-treatment steps.*"
- [43] If a tenant does not comply with the pest control preparations, then a landlord can seek to end their tenancy for impeding pest control treatment.
- [44] For instance, in Order LR24-69 the Island Regulatory and Appeals Commission (the "Commission") ended a tenancy for the following reasons (paragraphs 16 and 17):
- "In the present appeal, the Landlord had an obligation to spray the Rental Unit and did attempt to do this on several occasions. The Tenant had an obligation to keep the Rental Unit clean, sanitary, safe and tidy.*
- In the present appeal, the Commission finds that the Tenant did not cooperate with the Landlord to declutter and ready the entire Rental Unit for spraying. As a result, the Landlord's pest control company was unable to perform the necessary inspections and follow up sprays as there was too much clutter. The Tenant appears to take issue with the effectiveness of the spray; however, the Commission is the view that a professional pest control company would use products that are both effective and approved for use in Canada. The Commission finds sub-clauses 61.(1)(d) (ii) and (iii) of the Act have been met, namely that the Tenant has seriously jeopardized the health or safety or a lawful right or interest of the Landlord or put the Landlord's property at significant risk."*
- [45] A landlord cannot simply throw their hands up in the air and delay pest control treatment. There is a process for addressing clutter and non-compliance with pest control remediation.
- [46] The Tenant stated that after the Health Letter was issued a pest control person came to the Unit. The Tenant stated that she was not provided with written instructions.

- [47] Based upon the evidence presented, I find that the Landlord has not complied with the Health Letter, section 28 of the *Act* and section 9 of the *Health Regulations*. I find that a compensation claim starting September 1, 2025 is appropriate.
- [48] I find that the presence of cockroaches decreased the Tenant's enjoyment of the Unit as a whole and the Tenant was inconvenienced. Compensation claims in cases where tenants remain living in rental units involve subjective assessments (see Commission Order LR24-68 at paragraph 19).
- [49] Based upon the evidence presented, I find that compensation totaling 30% of the rent paid is appropriate to address the decrease in the value of the Tenancy Agreement and the Tenant's inconvenience, calculated as follows:

Compensation	
Item	Amount
September 2025	\$240.00
October 2025	\$240.00
November 2025	\$240.00
December 2025	\$240.00
January 2026	\$240.00
	\$1,200.00

- [50] The Unit's monthly rent is reduced from \$800.00 to \$560.00 until the Landlord has actioned the requirements in the Health Letter. The Landlord will return to the Tenant any portion of February 2026 rent paid to the Landlord in excess of \$560.00 by the timeline below.
- [51] The Tenant provided receipts for cutlery sets, latch boxes and totes to restrict access by cockroaches. The Tenant purchased pest spray and vinegar for pest treatment. The Tenant also purchased cleaning products to address the infestation. I find that these receipts are valid expenses.
- [52] The Tenant provided a hand-written invoice for laundry services by TW2, in the amount of \$135.00, which is also a valid expense.
- [53] This invoice also includes a \$240.00 charge for pest resistant bags. The Tenant stated that TW2 purchased these bags on Amazon. However, in the absence of the receipts for these bags, I find that the Tenant has provided insufficient evidence to support a \$240.00 claim. Similarly, there are hand-written invoices for insect control products which are also denied.
- [54] I find that the Tenant's following out-of-pocket expenses are supported, in the total amount of \$262.01, calculated as follows:

Expenses	
Item	Amount
Cutlery sets	\$11.50
Vinegar	\$3.74
Pest spray	\$18.38
Latch boxes	\$25.23
Totes and bleach	\$44.11
Cleaning products	\$24.05
Laundry	\$135.00
	\$262.01

- [55] I find that insufficient evidence was presented to support the Tenant's property disposal claim. It is unclear whether property would already need to have been disposed of when the Unit's condition impeded pest control during the first part of 2025, when the Unit was cluttered. I also have insufficient evidence regarding the value of these items.
- [56] The Tenant has established compensation claims totaling \$1,462.01, which the Landlord must pay by the timeline below.
- [57] The Landlord must action the requirements in the Health Letter by the timeline below.

B. Must the Tenant vacate the Unit?

Legal Basis

- [58] The Landlord has the onus to prove, on the civil standard of the balance of probabilities, a valid reason to end the tenancy contained in the Notice.
- [59] In Order LR24-64 the Commission made the following comment regarding a landlord ending a tenancy (paragraph 21):
- "The termination of a tenancy is a serious matter and accordingly a Landlord seeking to evict a tenant must put forward compelling evidence..."*
- [60] The Landlord seeks to end the Tenancy Agreement under clauses 61(1)(d), (e), (f) and (g) of the Act, which state:

A landlord may end a tenancy by giving a notice of termination where one or more of the following applies:

- (d) the tenant or a person permitted on the residential property by the tenant has*
- (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,*
 - (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or*
 - (iii) put the landlord's property at significant risk;*
- (e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that*
- (i) has caused or is likely to cause damage to the landlord's property,*
 - (ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or*
 - (iii) has jeopardized or is likely to jeopardize a lawful right or interest of the landlord or another occupant;*
- (f) the tenant or a person permitted on the residential property by the tenant has caused unreasonable damage to a rental unit or the residential property;*
- (g) the tenant does not repair damage to the rental unit or residential property, as required under section 28(4), within a reasonable time;*

- [61] For the reasons below, I find that the Landlord has provided insufficient evidence to end the Tenancy Agreement.

- [62] The Landlord did not proceed with an eviction notice in early 2025 regarding clutter in the Unit. The evidence presented establishes that the Tenant has cleaned the Unit since returning in mid-April of 2025.
- [63] I do not have objective evidence establishing that the Unit is currently in a state that is impeding pest treatment. Instead, the evidence establishes that the Tenant has taken action to facilitate pest treatment. I find that the Unit's earlier condition, around early to mid-2025, does not establish a valid basis of termination in the Notice, which was served months later.

Endangering Others and Illegal Acts

- [64] The Landlord seeks to end the tenancy for endangering others and illegal acts, particularly regarding TA, a person that the Tenant permitted in the Unit.
- [65] The Landlord submitted into evidence a December 2025 news article which states that TA received a federal prison sentence for drug offences and possession of unstamped cigarettes.
- [66] The Tenant stated that from May of 2024 to mid-April of 2025 she was in Alberta assisting a family member. The Tenant visited PEI during this time but did not stay at the Unit.
- [67] The Tenant stated that she did not know about TA was selling drugs. The Tenant provided evidence regarding traffic to other units of the Residential Property.
- [68] TA did not participate in the hearing.
- [69] The news article the Landlord submitted provides insufficient evidence to end the tenancy for the following reasons:
- The article is not a sworn statement, like an affidavit or a statutory declaration;
 - The article states that drugs were found in TA's vehicle when it was pulled over on Beach Street, which is not close to the Residential Property; and
 - Although the article refers to the Unit's street it does not refer to a specific address or establish that illegal activities were occurring at the Residential Property.
- [70] The evidence submitted does not include court documents or police records detailing TA's behaviour and its connection to the Residential Property.
- [71] The Landlord stated that he frequently received telephone calls from the Residential Property's neighbours and other occupants regarding drug activity at the Unit.
- [72] However, I note that these neighbours and other occupants did not participate in the teleconference hearing and provide affirmed evidence. The Landlord provided limited direct evidence regarding illegal activities by TA.
- [73] In Order LR24-11 the Commission made the following comment regarding the eviction of a tenant due to the actions of a person that is not a tenant (paragraph 21):
- "Termination of a tenancy agreement is a very serious matter and the evidentiary bar must be set high where it is based on the actions of a person permitted on the property by the tenant..."*
- [74] I do not have compelling evidence to end the Tenancy Agreement for an illegal act or behaviour endangering others by TA.
- [75] The Landlord provided evidence regarding additional matters.

- [76] The Landlord stated that there was an issue with a person having an overdose in the Residential Property's parking lot in the Summer of 2025. The Tenant's witness, TW2, stated that she suffers from epilepsy and the issue in question could be TW2's grand mal seizure at the Residential Property around November of 2025.
- [77] The Landlord stated that the Tenant admitted to having stolen property in the basement. The Tenant denied storing stolen property in the basement. The Tenant stated that it was property stolen by another occupant of the Residential Property.
- [78] The Landlord provided evidence regarding prohibited persons visiting the Unit. The Notice claims that the Tenant sent false information. The Tenant disputes these reasons for terminating the tenancy.
- [79] I have reviewed the videos that the Landlord submitted into evidence.
- [80] I find that there is insufficient evidence regarding these additional matters to support termination of the Tenancy Agreement.

Door Damage, Missing Screens and Window Damage

- [81] The Landlord also seeks to end the tenancy due to door damage, missing window screens and window damage by another person ("MA").
- [82] The Tenant does not know who damaged the exterior door. The Tenant had TW1 complete door repairs during the Summer of 2025. The Tenant stated that window screens were missing when the Tenant moved in.
- [83] The Tenant stated that MA frequently visited other occupants of the Residential Property. The Tenant provided evidence regarding an instance where the Tenant permitted MA in the Unit.
- [84] The evidence does not establish that the Tenant is responsible for an amount of damage that would support ending the tenancy.
- [85] There is limited evidence regarding the initial condition of the door, the cause of the door damage and whether the Tenant's repairs are inadequate. It is unclear whether the missing screens were present when the Tenant moved into the Unit.
- [86] The evidence does not establish that MA had the Tenant's permission to attend the Unit at the time of the claimed window damage.

Rent Owing

- [87] The Landlord provided evidence regarding non-payment of August and September 2024 rent. The Tenant denied owing rent.
- [88] I find that there is insufficient evidence to establish that the Tenant owes rent.
- [89] The best practice is for landlords to maintain a rent ledger that is updated as payments are made.
- [90] In some instances, a landlord may prepare a rent ledger after a payment dispute arises. While a ledger prepared afterwards can be helpful, the possibility of errors increases because the landlord is attempting to remember or trace what payments were previously made.
- [91] In this case the Landlord did not submit a rent ledger.

- [92] I find that the messages the Landlord submitted from the Summer of 2024 (EP88) are insufficient to establish that the Tenant currently has outstanding August and September 2024 rental arrears.
- [93] Further, it is unclear whether any outstanding 2024 payments from the Tenant to the Former Landlord, due before the Landlord purchased the Residential Property, would now be amounts owing from the Tenant to the Landlord.
- [94] It is also unclear whether any amounts due in 2024 that the Tenant owes to the Landlord would be considered "rent" or instead an account receivable (see Commission Order LR20-33).

CONCLUSION

- [95] The Tenant has established part of the compensation and expenses claims and a rent reduction, as provided below.
- [96] The Landlord must action the Health Letter, as provided below.
- [97] The Notice is invalid. The tenancy between the parties will continue and the Tenant can continue to live in the Unit.

IT IS THEREFORE ORDERED THAT

1. The Landlord must pay the Tenant compensation and expenses in the amount of \$1,462.01 by March 6, 2026.
2. The Unit's monthly rent is reduced from \$800.00 to \$560.00 until the Landlord has actioned the requirements in the Health Letter.
3. The Landlord will return to the Tenant the portion of any February 2026 rent paid to the Landlord in excess of \$560.00 by March 6, 2026.
4. The Landlord must action the requirements in the Health Letter by March 6, 2026.
5. The tenancy between the parties will continue and the Tenant can continue to live in the Unit.

DATED at Charlottetown, Prince Edward Island, this 6th day of February, 2026.

(sgd.) Andrew Cudmore

Andrew Cudmore
Residential Tenancy Officer

NOTICE

Right to Appeal

This Order can be appealed to the Island Regulatory and Appeals Commission (the "Commission") by serving a Notice of Appeal with the Commission and every party to this Order within **20 days of this Order**. If a document is sent electronically after 5:00 p.m., it is considered received the next day that is not a holiday. If a document is sent by mail, it is considered served on the third day after mailing.

Filing with the Court

If no appeal has been made within the noted timelines, this Order can be filed with the Supreme Court of Prince Edward Island and enforced as if it were an order of the Court.